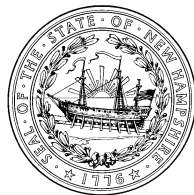


NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

REQUEST FOR PROPOSAL



NHDOC 11-03-GRANCOR

**Janitorial Chemical Cleaning Products and Training
Services**

ISSUE DATE: April 8, 2011

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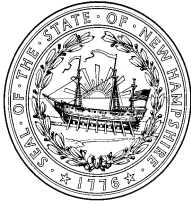
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**Request for Proposals (RFP)
Terms and Conditions**



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964**

**William L. Wrenn
Commissioner**

**Bob Mullen
Director**

April 8, 2011

**Request for Proposal (RFP)
Terms and Conditions**

Re: RFP Title: **Janitorial Chemical Cleaning Products and Training Services**

RFP Number: NHD0C 11-03-GRANCOR
RFP Due Date: May 20, 2011, no later than 2:00PM, EST
RFP Facility: GraniteCor, NH Department of Corrections

NH Department of Corrections Mission Statement: *Our Mission is to provide a safe, secure, and humane correctional system through effective supervision and appropriate treatment of offenders, and a continuum of services that promote successful re-entry into society for the safety of our citizens and in support of crime victims.*

This mission is supported through contracts with non-profit corporations; public corporations; public agencies (agency or department of municipal, county or state government); or by private proprietorships, partnerships, or corporations; or a consortium of public, non-profit, and private entities, that are awarded contracts through the State of New Hampshire Request for Proposals process. These entities are herein after known as the "Vendor," "Contractor" or "Bidder."

GraniteCor Mission Statement: *To offer offenders the opportunity to develop marketable job skills and a positive work ethic through structured workplace training and the production of goods and services in a prison environment.*

SECTION A: Terms, Conditions and Procedures for Submitting Proposals

1. Brief Description:

Attached is a Request for Proposal and Contract format for the provision of Janitorial Chemical Cleaning Products and Training Services for the New Hampshire Department of Corrections (herein known as the "NHD0C," "State," "Corrections," "Department" or "GraniteCor").

2. Performance Period:

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning upon Governor and Executive Council approval through June 30, 2013 with an option to renew for two (2) additional periods of up to one (1) year each subject to the approval by the Commissioner of the NH Department of Corrections and the Governor and Executive Council (G&C) of the State of New Hampshire.

Vendor Initials: _____

Request for Proposals (RFP)
Terms and Conditions

3. Vendor Conference:

The NH Department of Corrections shall hold a non-mandatory Vendor's Conference with prospective Vendors for the purpose of clarifying sections to the RFP and answer questions related to the services requested and/or to the requirements of the RFP. The Vendor Conference will be held on April 29, 2011 at 1:00PM, EST at the NH Department of Corrections, 4th Floor Conference Room, 105 Pleasant Street, Concord, NH 03301.

- 3.1. The purpose of the Vendor Conference is:
 - 3.1.1. request clarification of any section of the RFP;
 - 3.1.2. request changes to the RFP requirements considered so restrictive as to prohibit or discourage responses;
 - 3.1.3. offer suggestions or changes to the RFP which could improve the RFP competition or lower the offer price; and
 - 3.1.4. review required RFP documentation.
- 3.2. Non-attendance to the Vendor's Conference does not prohibit Bidders from submitting a proposal.
- 3.3. RSVP to attend the Vendor's Conference:
 - 3.3.1. Vendors are requested to RSVP in writing to jlind@nhdoc.state.nh.us or fax the completed document to (603) 271-5639 by 10:00AM, April 27, 2011 indicating the number of individuals (maximum of two) who will attend the Vendor's Conference; and
 - 3.3.2. Please use the document found as the last page of this RFP.

4. Facility Tours: (NOT APPLICABLE)

5. Proposal Inquiries:

An individual who is authorized to commit the organization to provide the services necessary to meet the requirements of this RFP must submit all inquiries.

- 5.1. Inquires shall be received no later than 2:00PM EST on April 15, 2011.
- 5.2. Answers to all written inquiries received will be posted on the NH Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html> on or prior to April 22, 2011.
- 5.3. All technical inquiries concerning this RFP shall be made in writing, citing the RFP Title, RFP Number, Page, Section and Paragraph submitted to:

NH Department of Corrections GraniteCor Administrator P.O. Box 14 Concord, NH 03302-0014 Tel (603) 271-1875 Fax (603) 271-1116 fnichols@nhdoc.state.nh.us
--

6. Last Date for Vendor Inquiries:

Written inquiries shall be received no later than 2:00PM EST, on April 15, 2011. Inquiries received after this date and time shall be addressed only if they are deemed by the NH Department of Corrections to be critical to the competitive bid process. An official written answer shall be posted on the NH Department of Corrections website to all questions meeting these requirements.

Vendor Initials: _____

Request for Proposals (RFP)
Terms and Conditions

7. Last Date for Letter of Intent:

Letter of Intent to Bid shall be received no later than 10:00AM EST, on April 27, 2011 and is located as the last page of this RFP.

8. Specifications:

Vendors must submit proposals as specified. Vendors shall be notified in writing if any changes to proposal specifications are made. Verbal agreements or instructions from any source are not authorized.

9. Proposal/Format Submissions:

- 9.1. Please submit **one (1) original** complete proposal, to include the Terms and Conditions pages, signed and initialed as appropriate on each page in **blue ink**. **The original copy shall be typed or clearly printed in black ink**. All corrections **shall be initialed** by the Contract signatory.
- 9.2. In addition, submit **two (2) photocopies**, fully executed, and **two (2) CD's** of the proposal.
- 9.3. Proposals that are not complete or unsigned shall be considered "technically non-compliant."
- 9.4. Proposals received after the deadline shall be considered "technically non-responsive." The prospective Vendor shall be so notified by the NH Department of Corrections and the proposal shall be sent back to the prospective Vendor unopened and unevaluated.
- 9.5. Proposals **must be sealed** or they shall not be accepted.
- 9.6. **Do not three-hole punch, staple or bound** any part of the proposals. **Do not use three (3) ring binders** for any part of the proposals.
- 9.7. **Please use only binder clips to secure and/or separate sections of the proposals.**
- 9.8. **Sealed proposals shall follow the sequence of the Proposal Check Sheet.**
- 9.9. Absence of any documentation identified in the Proposal Check Sheet may be considered "technically non-compliant."
- 9.10. Proposals shall be submitted by the prospective Vendor and received by the NH Department of Corrections no later than 2:00PM, EST on May 20, 2011 to be considered.
- 9.11. Contract signatory **MUST** initial the bottom right hand corner of each page of their proposal or they shall not be accepted.
- 9.12. All corrections shall be initialed by the prospective Contract signatory; correction tape or white out shall not be used on any RFP and Contract documents.

10. Submission Criteria:

It is requested that all sections to a Proposal are to be completed. Proposals that are not complete or unsigned shall not be considered. Any sealed proposal received after the deadline shall be considered "technically non-responsive" and the Vendor will be so notified by the NH Department of Corrections.

11. Document Alterations/Changes/Omissions:

It is unlawful to make any alterations to the text or format of this document, or the text or format of any addendum, or attachment to this document. A signature on the Cover Sheet of the person authorized to legally bind the Vendor to the terms of this RFP signifies that no alterations have been made to the original text or format of this RFP. Any alterations either electronic or digital made to the original text of this document may result in the proposal being considered "technically non-compliant."

12. Evaluation Criteria/Procedure:

- 12.1. Proposals shall be subject to a procedural review by the Contract Administrator prior to any other evaluation review to ensure the proposals submitted:

Vendor Initials: _____

Request for Proposals (RFP)
Terms and Conditions

- 12.1.1. conforms to instructions and format contained within the RFP;
- 12.1.2. is properly executed and complete; and
- 12.1.3. contains all required supporting documentation.

13. Other Contractual Documents Provided by the NH Department of Corrections:

The State Long Form Contract, form P-37, version 1/09, the Alternate W-9 and the Certificates of Vote/Authority and Municipalities (Government entities only) are located as a separate link on the New Hampshire Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html>

14. Labeling and Addressing the Proposal for Submission:

Please clearly mark the outside of your envelope **RFP 11-03-GRANCOR: Janitorial Chemical Cleaning Products and Training Services**. Proposals shall be received by the Contract Administrator, P.O. Box 1806, Concord, NH 03302-1806 or hand delivered to Room 324, on the third (3rd) floor of the Main Building of the Governor Gallen State Complex, 105 Pleasant Street, Concord, NH, 03301 no later than **May 20, 2011 at 2:00PM EST**, to be considered.

15. Cancellation:

The NH Department of Corrections reserves the right to accept or reject any or all proposals and to cancel this RFP in whole or in part upon written or published notice of intent to do so.

16. Financial Commitment:

Financial commitment by the NH Department of Corrections shall not occur until such time as the Governor and Executive Council of the State of New Hampshire approve a Contract. Financial responsibility for the preparation of proposals is the sole responsibility of the Vendor.

17. Rejection of Proposals:

- 17.1. Proposals may be rejected at any time at the discretion of the Director of Administration if the Vendor:
 - 17.1.1. has any interest that shall, in the sole discretion of NH Department of Corrections, conflict with performance of services for the State;
 - 17.1.2. fails to demonstrate to the satisfaction of NH Department of Corrections that it is in sound financial condition;
 - 17.1.3. fails to make an oral presentation if requested by NH Department of Corrections at a time, place and in a manner satisfactory to NH Department of Corrections; and
 - 17.1.4. fails to reach agreement with NH Department of Corrections on any and all Contract terms.

18. Other Remedies for “Technically Non-Compliant” Proposals:

- 18.1. The NH Department of Corrections, in its sole discretion, may determine that non-compliance with any RFP requirement is insubstantial. In such cases the NH Department of Corrections may:
 - 18.1.1. seek clarification;
 - 18.1.2. allow the Vendor to make corrections; or
 - 18.1.3. apply a combination of the two remedies.

19. Addendum(s) and/or Amendment(s) to, or Withdrawal of the RFP:

- 19.1. If the NH Department of Corrections decides to amend or clarify any part of this RFP, a written amendment shall be provided to all Vendors on the NH Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html>.

Vendor Initials: _____

Request for Proposals (RFP)
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- 19.2. The NH Department of Corrections, at its discretion, may amend the RFP at any time prior to the award of a Contract and/or terminate this procurement in whole or in part at any time.
- 19.3. The NH Department of Corrections at its discretion may request clarification from a Vendor of a proposal submitted.
- 19.4. Whereas the Department may modify the RFP and as a result of a modification the Department believes that Vendors will not have enough time to effect changes necessary to their proposal(s) prior to the Proposal Due date listed in Table 34.1., the Department may postpone the Proposal Due date for a period of up to thirty (30) days in the best interest of the State and/or to allow for fairness in the competitive bidding process. Notice of this postponement shall be posted on the NH Department of Corrections website with the RFP prior to the Proposal Due Date listed in this RFP.

20. Proposal Submission:

- 20.1. Prospective Vendors shall comply with instructions as specified in the Terms and Conditions of the RFP, submit all documents with the Proposal as identified in the Proposal Check Sheet, and ensure **sealed** offers are received by the date, time and location identified herein.
- 20.2. The Vendor is cautioned that their proposal shall be subject to acceptance by the NH Department of Corrections without further clarification.
- 20.3. All companies, producers, agents or underwriters submitting Proposals are construed to have agreed to all conditions set forth in the RFP.

21. Competition:

The NH Department of Corrections encourages free and open competition among Vendors. Proposal specifications and conditions are designed to accomplish this objective, consistent with the NH Department of Corrections needs and guidelines.

22. Collusion:

The Vendor's signature on a proposal submitted in response to this RFP guarantees that the prices quoted have been established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive proposal.

23. Disclosure of Sealed Proposal:

A Vendor's disclosure or distribution of proposals other than to the NH Department of Corrections shall be grounds for disqualification.

24. Oral Presentation:

Prior to the determination of the award, a Vendor may be required to make an oral presentation to clarify any portion of their response or to describe how the service requirements shall be accomplished. Vendor finalists may be asked to conduct the presentation at a time period designated by the NH Department of Corrections.

25. Terms of Submission:

All material received in response to this RFP shall become the property of the NH Department of Corrections and shall not be returned to the Vendor. Regardless of the Vendor selected, the NH Department of Corrections reserves the right to use any information presented in a proposal. The proposal content that makes up the Vendor's awarded Contract shall become public information pursuant to RSA 91-A upon approval of the Governor and Executive Council of the State of New Hampshire.

Vendor Initials: _____

Request for Proposals (RFP)
Terms and Conditions

26. Vendor Responsibility:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the RFP, their proposal and any resulting Contract and any renewal Contracts thereof.

27. Evaluation of Proposals and Award of Contract:

- 27.1. The NH Department of Corrections has approved this RFP for issuance. The RFP process is a procurement option allowing the NH Department of Corrections to award a Contract based upon the evaluation criteria established by the NH Department of Corrections.
- 27.2. Evaluation of proposals shall be based on evaluation criteria established by the NH Department of Corrections.
- 27.3. The NH Department of Corrections, may, upon determining that no satisfactory responses to this RFP have been received for these services, negotiate with a successful applicant for a related service to include this particular service as part of the service package and/or issue another RFP for this particular service.
- 27.4. Upon review by the NH Department of Corrections and approval by the Governor and Executive Council, the signed Contract shall become valid.

28. Liability:

The NH Department of Corrections shall not be held liable for any costs incurred by the Vendor in the preparation of their proposal, or for work performed prior to Contract issuance.

29. Best Interest of the State:

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a “*BEST AND FINAL OFFER*” from Vendors submitting acceptable and/or potentially acceptable proposals.

- 29.1. The “*BEST AND FINAL OFFER*” would provide all Vendors originally responding to the RFP the opportunity to amend or change its original proposal(s) to make it more acceptable to the State. The NH Department of Corrections reserves the right to exercise this option.
- 29.2. The “*BEST AND FINAL OFFER*” shall provide the NH Department of Corrections the opportunity to modify volume indicators, if applicable, identified in Exhibit B of the RFP. Such request of the New Hampshire Department of Corrections would provide the Vendor(s) the opportunity to amend or change its original proposal to make it more acceptable to the State. The NH Department of Corrections reserves the right to exercise this option.

30. Cover Letter Written Narrative Criteria:

- 30.1. For the purpose of the this RFP, the NH Department of Corrections is seeking prospective Vendors to establish a Contract for Janitorial Chemical Cleaning Products and Training Services for the time period as identified in Section Two (2), Performance Period, Terms and Conditions of this RFP. It is important that the prospective Vendors demonstrate a sound presence in the market, capability and skill to provide requested services, and long term viability judged by financial stability.
- 30.2. Prospective Vendors shall provide a concise two (2) to four (4) page written narrative in the form of a Cover Letter, on the organization’s letter head and signed by the person authorized to bind the organization to all commitments in response to the RFP, identifying the following information: Ability to Provide Services, Organizational Resources and Capability and Financial Stability.
 - 30.2.1. Ability to Provide Services:
 - ability to provide immediate services upon an approved Contract by the Governor and Executive Council;

Vendor Initials: _____

Request for Proposals (RFP)
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- credentials and correctional experience demonstrated through qualifications/ licensures/certifications of employees and/or the organization who will be providing requested services.
 - demonstrates existing contracts with other State correctional or prison industries providing similar services as requested in this RFP.
- 30.2.2. Organizational Resources, Capability and Financial Stability:
- description of organizational resources and capability. Evidence demonstrating that your organization possesses adequate organizational resources and capability to meet consumer demand. Evidence may include, but is not limited to: implementation plan, staffing resources as it relates to the scope of services requested outlined in this RFP, operation and quality controls. Evidence demonstrating your organization's history, mission, size, ownership and structure (Corporation, LLC, Sole Proprietor, Non-Profit, Government entity and et cetera);
 - demonstrate financial stability by providing financial statements, preferably audited, for two (2) consecutive years and copies of any quarterly financial statements prepared since the end of the period reported by your most recent annual report. Acceptable financial verification must include one (1) of the following, below; please check the appropriate option.

Check	Description
<input type="checkbox"/>	a copy of the organization's most recent full set of financial statements
<input type="checkbox"/>	a copy of the organization's audited set of financial statements from an independent CPA firm

31. References:

- 31.1. References shall be submitted. Please provide up to five (5) references from the past three (3) years. The Vendor shall grant the NH Department of Corrections to contact the references upon submission of reference information. Please provide the following information for each reference:
- 31.1.1. Name and address of organization;
 - 31.2.2. Name, title, e-mail address and telephone and fax number of contact person; and
 - 31.2.3. Website address and performance period.
- 31.2. Please provide the names of all the companies who have terminated your organization's services in the last three (3) years. In each case, detail the reason for the termination.

32. Proposal Review and Evaluation Criteria:

- 32.1. The NH Department of Corrections shall conduct an objective review of the proposal(s) received in response to this RFP process. The evaluation will be based on the demonstrated capabilities of the prospective Vendor in relation to the needs of the services to be provided as set forth in this RFP.
- 32.2. Proposals shall be evaluated based upon the proven ability of the Vendor to satisfy the requirements of this request in a cost-effective manner taken in consideration of the following:
- 32.2.1. Demonstrated Understanding of Requirements;
 - 32.2.2. Ability to Provide Services;
 - 32.2.3. Organizational Resources, Capability and Financial Stability;
 - 32.2.4. References.

Vendor Initials: _____

Request for Proposals (RFP)
Terms and Conditions

33. Scoring of Evaluation Criteria:

33.1. Table of Scoring Criteria: Points per category below, Section 33.1., Table of Scoring Criteria, are listed in no particular weighted order.

Category	Total Points Per Category
Demonstrated Understanding of Requirements: (65 points)	65
33.1.1. Technical: (25 points)	
33.1.2. Implementation Plan (25 points)	
33.1.3. Cost: (15 points)	
Ability to Provide Services: (15 points)	15
33.1.4. Immediate Availability: Immediate start of services upon an approved Contract by G&C (5 points)	
33.1.5. Credential and Correctional Experience (5 points)	
33.1.6. Demonstrates existing contract with other Correctional/Prison Industries (5 points)	
Organizational Resources, Capability and Financial Stability: (15 points)	15
33.1.7. Organizational Resources and Capability (5 points)	
33.1.8. Financial Stability (10 points)	
References: (5 points)	5
Total of all Categories	100

Note: The Financial Stability of contracted Vendor is of great importance to New Hampshire Department of Corrections. A Vendor's proposal that does not score 8 out of 10 points upon evaluation for the Financial Stability section may be required to provide further financial information for the possibility of making their score satisfactory. In the event that the information provided does not satisfy the Department the NHDOC shall, at its own discretion, remove the Vendor from the RFP and Contract procurement process in the best interest of the State. (See Item 30: "Cover Letter Written Narrative Criteria" herein for specifications).

34. Schedule of Events (Timetable):

34.1. Table of Events and Important Dates:

Event #	Description of Event	Date of Event
1	RFP Issued	April 8, 2011
2	Written Inquiries Due	April 15, 2011
3	DOC Posts Answers to Inquiries	April 22, 2011
4	RSVP Letter of Intent to Bid/Attend Vendor's Conference	April 27, 2011
5	Vendor's Conference	April 29, 2011
6	Proposals Due	May 20, 2011
7	Best & Final Offer	If Necessary
8	Contract Finalization	June 2011
9	Anticipated Approval by the Governor and Executive Council	July 2011
10	Expected Services Start Date	Upon G&C Approval

Note: The above Table of Events and Important Dates may be altered at any time by the Department with the exception of No. 6.: "Proposals Due." The Vendor's Proposals Due date cannot be changed in order to maintain the integrity of the public Contract procurement process of the State of NH except for the reasons as stated in section - 19.4, , Terms and Conditions of this RFP.

Vendor Initials: _____

Request for Proposals (RFP)
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35. Award of a Contract:

- 35.1. A Contract award will be made to the bidder whose proposal is determined to be the most advantageous to the State, taking into consideration of how an organization has demonstrated an understanding of the RFP requirements, ability to provide the required services, possesses adequate organizational resources and capability to meet the NH Department of Corrections, GraniteCor demands, financial stability and references.

36. Special Notes:

- 36.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 36.2. The NH Department of Corrections reserves the right to accept or reject any or all proposals and to waive any minor irregularities in any proposal, and to cancel this RFP in whole or in part upon written or published notice of intent to do so.
- 36.3. The solicitation of the Request for Proposal shall not commit the NH Department of Corrections to award a Contract.

The remainder of this page is intentionally blank.

Vendor Initials: _____

PROPOSAL FOR: The provision of **Janitorial Chemical Cleaning Products and Training Services** for the NH Department of Corrections, GraniteCor from the location listed in Exhibit A. This section is for the purpose of ensuring that the Vendor has included all the required information to submit a Proposal.

RFP NUMBER: NHD0C (11-03-GRANCOR)

RFP ISSUE DATE: April 8, 2011

LOCATION OF SERVICES:

GraniteCor NH Department of Corrections

PLEASE TYPE OR CLEARLY PRINT IN THE SPACES PROVIDED BELOW.

OFFER: The undersigned hereby proposes to furnish to the STATE OF NEW HAMPSHIRE, the services as described in the PROPOSAL in accordance with the specifications contained herein. The signer of the Vendor below signifies the assent of the Vendor to all of the Terms and Conditions of this RFP.

1. VENDOR: _____
Name of Organization (As written on the Certificate of Good Standing)

2. ADDRESS: _____
Street Address (Physical Address of the Organization - NO PO Box #'s)

City or Town State Zip Code

3. SIGNATURE: _____ INITIALS: _____

4. DATE SIGNED: _____

5. TITLE OF SIGNATORY: (Title of signatory) _____

6. NAME OF SIGNATORY: (Name of signatory) _____

7. CONTACT PERSON: (Contact person if different from signatory) _____

8. TELEPHONE: (Telephone number of contact person) _____

9. E-MAIL: (E-mail of contact person) _____

10. FAX: (Fax number of contact person) _____

Vendor Initials: _____

FORMAT FOR SUBMISSION: Please submit one (1) original complete proposal signed in **blue ink**. ***This original copy must be typed or clearly printed in black ink.*** Submit two (2) copies of the original Proposal and two (2) CD's. All corrections shall be initialed by the Contract signatory. Proposals that are not completed or unsigned may be considered "technically non-compliant." Any proposal(s) received after the deadline may be considered "technically non-responsive." Proposals must be sealed or they shall not be accepted. Vendors **MUST** initial the bottom corner of each page of their Proposal. Proposal format for submission shall follow the criteria under Terms and Conditions, Section Nine, Proposal/Format Submission.

If interested in submitting a proposal for these services, please fully complete, execute and return the following documentation in the sequence below:

- ☐ Cover Page:
 - Title of RFP;
 - RFP Number;
 - Vendor's Organizational Name;
 - Submission Date.
- ☐ Cover Letter (see criteria, section 30. Within the RFP);
- ☐ Proposal Cover Sheet (please use the previous page for this document);
- ☐ Request for Proposal, Terms and Conditions;
- ☐ Contract Form P-37, version 1/09 ([P-37 Document](#)):
 - Please fully execute: Items 1.3, 1.4, 1.5, 1.11, and 1.12, in front of a Notary Public or Justice of the Peace and have them fill out Items 1.13, 1.13.1, and 1.13.2;
 - Note: THE NAME OF THE VENDOR'S ORGANIZATION SHALL BE WRITTEN ON THE P-37 AS FOUND ON THE CERTIFICATE OF GOOD STANDING (ISSUED BY THE NH SECRETARY OF STATES OFFICE) TO INCLUDE D/B/A NAMES OF THE ORGANIZATION, IF APPLICABLE.
- ☐ Exhibit A – Scope of Services;
- ☐ Exhibit B – Estimated Budget;
- ☐ Exhibit C – Special Provisions;
- ☐ Certificate of Good Standing (NOT APPLICABLE FOR GOVERNMENT ENTITIES); **not included herein; see instructions on next page**;
- ☐ Certificate of Authority (execute and submit only the one that applies to your entity): ([Attachment 4 Corp w/ Seal](#), [Attachment 4a Corp w/o Seal](#), [Attachment 4b Partnership](#), [Attachment 4c Sole Proprietor](#))
 - Note: THE NAME OF THE VENDOR'S ORGANIZATION MUST BE WRITTEN ON THE CERTIFICATE OF AUTHORITY AS FOUND ON THE CERTIFICATE OF GOOD STANDING TO INCLUDE D/B/A NAMES OF THE ORGANIZATION, IF APPLICABLE.
 - Note: MUNICIPALITIES (GOVERNMENT ENTITIES ONLY) Execute the Certificate of Municipalities: ([Certificate of Municipalities](#))
- ☐ Certificate of Insurance (**not included herein; see instructions on next page**)
 - Note: THE NAME OF THE ORGANIZATION TO INCLUDE DBA NAMES, IF APPLICABLE, AS FOUND ON THE CERTIFICATE OF GOOD STANDING AND ADDRESS OF THE VENDOR'S ORGANIZATION MUST BE IDENTIFIED IN THE INSURED SECTION OF THE CERTIFICATE OF LIABILITY INSURANCE DOCUMENT.
- ☐ Comprehensive General Liability Insurance Acknowledgement Form – ([Comprehensive General Liability Insurance Acknowledgement Form](#));
- ☐ Attachment – Alternate W-9 Form ([W-9 Document](#));
- ☐ List of Board of Directors and Addresses (NON-PROFIT ORGANIZATIONS ONLY);
- ☐ List of Key Personnel and Salaries (NON-PROFIT ORGANIZATIONS ONLY);
- ☐ Resumes or Job Descriptions of all Personnel involved with administering programs (NON-PROFIT ORGANIZATIONS ONLY);
- ☐ Statement of Financial Stability; and
- ☐ References.

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All documentation listed above is necessary for the successful completion and submission of Proposals. All attachments are located on the following webpage: <http://www.nh.gov/nhdoc/business/rfp.html> under the heading “*TOOLS AND RESOURCES FOR BIDDERS*.” (Direct link to above document web page: <http://www.nh.gov/nhdoc/business/RFPBiddingTools.htm>).

OTHER NECESSARY FORMS (Not included on the above web page, must also be provided by the Vendor):

- ❑ **Certificate of Good Standing (NOT INCLUDED HEREIN, must be provided by Vendor):** In order to obtain a Certificate, write directly to the Secretary of State, Corporate Division, State House Annex, Room 341, 25 Capital Street, 3rd Fl, Concord, NH 03301; call: (603) 271-3244; go on line to www.sos.nh.gov/corporate/index.html or visit the Secretary of States Office in person. Requests must include the complete name of the company as it is registered with the Office of the Secretary of State and a check for (CALL FOR FEES) made payable to the State of New Hampshire. **If you wish to visit the Secretary of States Office in person, you must bring exact change for each Certificate of Good Standing document requested.** In the event that you need to expedite the request, you may fax the request to (603) 271-3246 or go in person to request a copy and you will be billed (CALL FOR FEES) for the expedited service. Include your mailing address, corresponding check number, telephone and fax numbers. You will receive a fax of the Certificate in addition to a mailed copy.
- ❑ **Certificate of Insurance (NOT INCLUDED HEREIN, must be provided by Vendor):** You must contact your Insurance provider and follow their processes to get this form **pursuant to section 14 and 15 of the State Long Form Contract** (Link: [P-37 Document](#)). The NH Department of Corrections, PO Box 1806, Concord, NH, 03302-1806 must be listed at the Certificate Holder on the document. Once obtained, if necessary, you may have your insurance provider fax the NH Department of Corrections a copy of the form. Faxes are to be sent to: (603) 271-5639, care of the Contract Administrator.
- ❑ **The Certificate of Insurance must provide the following:**
 - Shall designate the NH Department of Corrections as the Certificate Holder;
 - Shall designate the Certificate Holder’s address as: P.O. Box 1806, Concord, NH 03302;
 - Shall designate a ten (10) day written cancellation clause (if applicable);
 - Shall provide, for the life of the Contract, the minimum General Liability coverage to be no less than \$2,000,000.00 per each occurrence and \$2,000,000.00 general aggregate;
 - Shall provide proof and identify limits and expiration dates of General Liability, Workers’ Compensation coverage and Excess Umbrella Liability and Professional Liability (if applicable);
 - Shall designate your Organization’s name (to include d/b/a names if applicable) and address in the Insured section of the Certificate of Insurance document.

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Vendor Initials: _____

SECTION B: Scope of Services, Exhibit A**1. Purpose:**

GraniteCor seeks a Vendor to provide and support GraniteCor with a turnkey system that successfully establishes and grows a profitable Janitorial Chemical Cleaning business unit within GraniteCor, using the Vendor's purchased raw materials, loaned equipment and "know-how" coupled with GraniteCor's own buildings, inmate workforce, and staff supervision. Janitorial chemical cleaning products are herein after known as "concentrates," "products" or "goods."

GraniteCor's vision is to hold a unique position in the janitorial chemical cleaning business whereby GraniteCor will supply customers with cost effective chemicals, cleaning systems, waste and cost control systems, operational procedures, inventory systems and training. GraniteCor is to be a trusted and expert resource that allows customers to maximize the use of green chemicals while minimizing the quantities of chemicals used thereby reducing waste and cost, while considering American Correctional Association (ACA) and environmental friendly sustainability standards.

The end products for re-sale are intended for use in daily maintenance programs to include floor care, washroom, carpet, food service, dorm and living areas. In addition, the Vendor shall provide corporate on-site "train the trainer" support, at no cost to the NH Department of Corrections, in the areas of: product knowledge, concentrate usage, dilution, compatibility and safety procedures, procedural standardization, equipment usage and safety protocols, product packaging and labeling, packing, shipment and transportation requirements, product inventory and storage management, Material Safety Data Sheet (MSDS) compliance, Personal Protective Equipment (PPE) requirements, safety protocols and training, and monthly usage reports. On going in-service training and problem solving by qualified Vendor supplied personnel shall be made available upon request at no additional cost to GraniteCor.

2. Term of Contract:

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning upon Governor and Executive Council approval through June 30, 2013 with an option to renew for two (2) additional periods of up to one (1) year each subject to the approval by the Commissioner of the NH Department of Corrections and the Governor and Executive Council (G&C) of the State of New Hampshire.

3. Description of Service/Product Standards and Requirements:**3.1. Minimum Correctional Accreditation Standards:**

- 3.1.1. The Vendor must be knowledgeable in ACA standards to insure the intent of requested services is in compliance with correctional accreditation requirements. ACA is the oldest and largest international correctional association to provide professional development and certification to correctional standards.

3.2. Minimum Product/Material Environmentally Friendly Sustainability Standards:

- 3.2.1. ***Environmental Protection Agency (EPA):*** an agency of the United States federal government charged with protecting human health and the environment by creating and enforcing related regulations; **or**
- 3.2.2. ***Green Seal™ (GS-37):*** is a non-profit, third party certifier and standards body that provides independent, objective, science-based certification standards and information to consumers and industry sectors to achieve a healthier and cleaner environment by identifying and promoting products that have a less impact on the environment and human health; **or**

Vendor Initials: _____

- 3.2.3. **Eco-Logo™**: certification and labeling system that identifies services and products that are less harmful to the environment and have met stringent environmental standards; and
- 3.2.4. **Material Safety Data Sheet (MSDS)**: a data form identifying the physical properties of a particular chemical or product, guidelines and workplace safety procedure descriptions for handling or working with the substance, storage, disposal, personnel protective equipment (PPE) and clean up procedures; and
- 3.2.5. **Personal Protective Equipment (PPE)**: specialized clothing or equipment worn by employees of an organization for personal protection against health and safety hazards. PPE is designed to protect the parts of the human body, i.e., eyes, ears, face, head, arms, hands, torso, legs and feet from exposure. Refers to protective clothing, helmets, goggles, respirators or other gear designed to protect the wearer's body or clothing from injury by electrical hazards, heat, chemicals and infection, for job-related occupational safety and health purposes.
- 3.3. Product/Sample Functional Specifications:
 - 3.3.1. **Heavy Duty All Purpose Cleaner**: a multi-purpose cleaning agent used for heavy duty cleaning or degreasing bathrooms, sinks, wallboards, vinyl furniture and other difficult to clean surfaces.
 - 3.3.2. **pH Neutral Germicidal Detergent**: EPA approved, concentrated liquid that is effective against a broad spectrum of gram positive and gram negative organisms including antibiotic resistant staphylococcus and fungi. To clean a variety of surfaces such as bathroom fixtures, toilets, sinks, mirrors, counter tops, mirrors and walls. Must be biodegradable and rid odors.
 - 3.3.3. **Degreaser**: a heavy duty cleaning agent used for degreasing floors and food service equipment and other difficult to clean surfaces.
 - 3.3.4. **Floor Finish Remover**: product designed to remove floor finishes through the breakdown of the acrylic finish polymers or by dissolving or emulsifying the finish, polish or wax.
 - 3.3.5. **Floor Neutralizer**: pH balance of 7.0 – 7.2 leave floors clean, but free of residue and is applied using a damp mopping method.
 - 3.3.6. **Floor Finish**: product designed to polish, protect or enhance floor surfaces by leaving a protective wax, polymer or resign coating resistant to scuffs and scratches.
 - 3.3.7. **Bathroom Cleaner**: product designed to clean toilets, urinals, sinks, showers and tubs by eliminating germs and removing difficult to clean soap scum residue, hard water mineral deposits and rust stains.
 - 3.3.8. **Commercial Strength Laundry Detergent**: industrial strength detergent to clean a variety of fabrics for the removal of stains and soils. The product shall not cause the colors of the fabric to run, bleed or bleach.
 - 3.3.9. **Glass Cleaner**: product designed to clean mirrors, glass, Plexiglas, Lexan ®, stainless steel, cooper, vinyl and Formica ®. Product should be biodegradable, phosphate free, non-flammable, fast drying and streak free.
 - 3.3.10. **Pot and Pan Detergent**: a biodegradable, multi-purpose cleaning agent for soft, medium and hard water that can cut grease to pots, pans, utensils, trays and a variety of baking sheets and containers.
 - 3.3.11. **Air Freshener**: neutralized bad odors.
- 3.4. Minimum Product/Material Requirements:
 - 3.4.1. **Pre-Measured Concentrates** shall:
 - 3.4.1.1 be in liquid concentrate formulations;

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- 3.4.1.2. be readily diluted in cold tap water;
- 3.4.1.3. provide a MSDS for each product and supplied free by the Vendor; and
- 3.4.1.4. be shipped to GraniteCor in DOT approved containers or other bulk containers packed in recyclable corrugated material of sufficient strength to protect the product from normal physical damage that may occur during shipping, handling and storage.
- 3.4.2. ***Pre-Measured Concentrate Packages*** shall:
 - 3.4.2.1. be color, size and job coded to simplify usage;
 - 3.4.2.2. indicate size or volume envelopes;
 - 3.4.2.3. be packaged in environmentally friendly translucent polyethylene envelopes to promote security for visible detection of contraband;
 - 3.4.2.4. envelopes made out of derivatives that can be incinerated or recycled after use and packed in cartons of recycled cardboard;
 - 3.4.2.5. consist of film made out of modified polyethylene, tubular in shape with no manufactured side seems;
 - 3.4.2.6. consist of environmentally friendly film that is either Low Density Polyethylene (LDPE) or High Density Polyethylene (HDPE) and 3-5 mil thick;
 - 3.4.2.7. consist of film designed to hold concentrates without degradation to film for at least a nine (9) month period;
 - 3.4.2.8. consist of modified polyethylene, tubular film to hold a maximum of sixty-four (64) fluid ounces; and
 - 3.4.2.9. consist of film compatible with all Vendor supplied equipment for packaging purposes.
- 3.4.3. ***Product Samples*** shall:
 - 3.4.3.1. not be submitted with the Vendor's proposal;
 - 3.4.3.2. if required, Vendors will be contacted by GraniteCor during the proposal evaluation process to submit product samples and to be shipped to: New Hampshire Department of Corrections, GraniteCor, 3 McGuire Street Concord, NH 03301 with the shipping box clearly labeled: **RFP 11-03-GRANCOR: Janitorial Chemical Cleaning Products and Training Services**;
 - 3.4.3.3. if applicable, be of exact quality, brand and style being quoted in the Vendor's proposal; and
 - 3.4.3.4. be provided at no charge to GraniteCor and shall not be returned by GraniteCor.
- 3.4.4. ***Product Registration and Labels***:
 - 3.4.4.1. Vendor shall assist GraniteCor in product registration requirements; and
 - 3.4.4.2. Vendor shall assist GraniteCor in designing graphical layouts for product labels.
- 3.5. **Minimum Equipment Requirements:**
 - 3.5.1. Vendor shall provide packaging equipment at no additional charge to GraniteCor for the duration of the Contract and any Contract renewals thereof.
 - 3.5.1.1. Vendor shall provide technical support for equipment layout design.
 - 3.5.1.2. Vendor shall install, troubleshoot, repair and replace equipment GraniteCor will need to engage in the janitorial chemical cleaning business.
 - 3.5.2. referenced detailed packaging equipment specifications are for description only and shall not be intended to be restrictive.

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- 3.5.2.1. Sealing Machine shall be designed for a Correctional environment:
 - to seal LDPE and HDPE film to hold concentrated chemicals;
 - provide a heat seal to hold a maximum of 64 ounces of concentrate;
 - to be calibrated to adjust to film thickness and other packaging variables;
 - with controls that are lockable;
 - industry standard safety features; and
 - repairs to be furnished by the Vendor.
- 3.5.2.2. Filling Machine shall be designed for a Correctional environment:
 - to fill portion controlled packages of liquid concentrates;
 - to allow for calibrations of filling amounts from one-half (½) to sixty-four (64) ounces;
 - controls to be lockable;
 - industry standard safety features to include but not limited to pressure relief valves and emergency shut off;
 - for contact components be rated for compatibility of concentrated chemicals; and
 - repairs to be furnished by the Vendor.

3.6. Training Services: The Vendor shall provide GraniteCor, at no additional charge, on-site “train-the trainer” services to include step by step instruction of bulk product knowledge, compatibility and usage, proper dilution, packaging, labeling, operation of product accessories and packaging equipment, MSDS requirements to include, but not limited to: product knowledge of concentrates, physical, health and reactivity hazards, safety precautions, PPE and Hazmat first aid procedures of each product concentrate, ACA and environmental friendly sustainability standards. In addition, but not limited to, the Vendor shall provide:

- 3.6.1. ongoing site-based equipment, product, and accessory product training for both staff and inmates;
- 3.6.2. description, purpose and usage of each concentrate;
- 3.6.3. compatibility characteristics/properties of concentrates;
- 3.6.4. MSDS management and compliance;
- 3.6.5. equipment production and manufacturing training;
- 3.6.6. equipment maintenance training;
- 3.6.7. customized technical program assistance to include marketing and direct sales support for customer retention;
- 3.6.8. manuals, binders and any materials deemed necessary for proper documentation and training;
- 3.6.9. procedure and reference manuals to include product compatibility, application of all concentrates used in the program for re-training of staff and new staff introduced to the program;
- 3.6.10. standard product packaging and labeling procedures of concentrates;
- 3.6.11. product registration training;
- 3.6.12. accessory products to be used in conjunction with concentrates;
- 3.6.13. development and management of product inventory systems;
- 3.6.14. product quantity usage to fulfill manufacturing production schedules;
- 3.6.15. training on product/customer market sustainability; and
- 3.6.16. monthly reporting systems.

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4. Location of Services:

- 4.1. The location requiring this service is marked with an X:

<u>NH Department of Corrections Location Requiring this Service</u>		
<input checked="" type="checkbox"/>	GraniteCor	P.O. Box 14 Concord, NH 03302

5. Current Inmate Population:

<u>NH Department of Corrections Current Population by Facility</u>		
<u>Facility</u>	<u>Location</u>	<u>Population</u>
NH State Prison-Men (NHSP-M)	Concord, NH	1382
Secure Psychiatric Unit (SPU)	Concord, NH	54
NH State Prison-Men (NHSP-W)	Goffstown, NH	107
Community Corrections	Concord & Manchester, NH	305
Northern Correctional Facility (NCF)	Berlin, NH	626
Current Inmate Population:		2474

6. General Service Provisions:

- 6.1. NH Department of Corrections, GraniteCor Contact: The GraniteCor, Administrator, or designee shall contact the Vendor when service is needed.
- 6.2. Vendor Tools and Equipment: The Vendor must furnish the required tools and equipment necessary to provide the requested services of the Contract. Any and all tools, containers and vehicles the Vendor needs to provide the required services must be inventoried before entering and leaving the facility and are subject to search by NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds.
- 6.3. Vendor Credentials: The Vendor shall furnish any valid professional licenses, certifications and/or qualifications required by law for the performance of the requested services of the Contract.
- 6.4. Rules and Regulations: The Vendor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 6.5. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. This provision will require Governor and Executive Council approval.
- 6.6. Vendor Employee Information: The Vendor will be responsible for providing the Name, Date of Birth (DOB), and Social Security number of all employees the Vendor plans to assign to work at the NH Department of Corrections facilities. The NH Department of Corrections will do a criminal record check on all prospective workers who might be assigned to any NHDOC facility. Anyone who is found to have a criminal record shall not be allowed to work at these facilities. Names must be submitted to the NH Department of Corrections, GraniteCor, Administrator P.O. Box 14, Concord, NH 03302, at least seven (7) days before the persons are to work on-site. This rule applies for any new Vendor employees that are assigned to work at any NH Department of Corrections facility. This policy applies for the duration of the Contract.
- 6.7. Qualifications/Licenses and Credentials: The Vendor shall ensure that qualified professionals possess the required credentials, licenses and/or certificate required by law and regulations to provide the services required.

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- 6.8. Change of Ownership: In the event that the Vendor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Vendor or its successors, or assigns for the full remaining term of the Contract, continuing under the Contract with the Vendor or its successors, or assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 6.9. Vendor Designated Liaison: The Vendor shall designate a representative to act as a liaison between the Vendor and the NH Department of Corrections for the duration of the Contract. The Vendor shall notify the NH Department of Corrections of such named Liaison within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Vendor's performance under the Contract.
- 6.9.1. Any written notice to the Vendor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Vendor under this paragraph.
- 6.9.2. The Vendor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 6.9.3. Changes of the named Liaison by the Vendor must be made in writing and forwarded to: NH Department of Corrections, Administrator, GraniteCor, P.O. Box 14, Concord, NH 03302.
- 6.10. Vendor Liaisons Responsibilities: The representative shall be responsible for:
- 6.10.1. represent the Vendor on all matters pertaining to the Contract. Such a representative shall be authorized and empowered to represent the Vendor regarding all aspects of the Contract;
- 6.10.2. monitor the Vendor's compliance with the terms of the Contract;
- 6.10.3. receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract; and
- 6.10.4. meet with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 6.11. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections Commissioner of Corrections, or designees, shall act as liaison between the Vendor and NH Department of Corrections for the duration of the Contract. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract and shall provide the Vendor with written notice of such change. NH Department of Corrections representative shall be responsible for:
- 6.11.1. represent NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the New Hampshire Governor and Executive Council approval, where needed;
- 6.11.2. monitor compliance with the terms of the Contract;
- 6.11.3. respond to all inquiries and requests related to the Contract made by the Vendor, under the terms and in the time frames specified by the Contract;
- 6.11.4. meet with the Vendor's representative on a periodic or as-needed basis and resolving issues which arise; and

Vendor Initials: _____

- 6.11.5. inform the Vendor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 6.12. Reporting Requirements: The Vendor shall provide reports as requested below:
 - 6.12.1. the Vendor shall provide any and all reports as requested on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections including but not limited to monthly summary of inmates served, medical and health, programming and educational services and work compensation provided by the Vendor;
 - 6.12.2. any information requested by the NH Department of Corrections; and
 - 6.12.3. review reports submitted by the Vendor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, NH Department of Corrections shall notify the Vendor and explain the deficiencies.
- 6.13. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:
 - 6.13.1. monitor and evaluate the Vendor's compliance with the terms of the Contract;
 - 6.13.2. review reports submitted by the Vendor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, NH Department of Corrections shall notify the Vendor and explain the deficiencies;
 - 6.13.3. request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Vendor under the Contract.

7. Other Contract Provisions:

- 7.1. Modifications to the Contract: In the event of any dissatisfaction with the Vendor's performance, the NH Department of Corrections will inform the Vendor of any dissatisfaction and will include requirements for corrective action.
 - 7.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Vendor is:
 - not in compliance with the terms of the Contract, or; and
 - as otherwise permitted by law or as stipulated within this Contract.
- 7.2. Coordination of Efforts: The Vendor shall fully coordinate their activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Vendor progresses, advice and information on matters covered by the Contract shall be made available by the Vendor to NH Department of Corrections as requested by NH Department of Corrections throughout the effective period of the Contract.

8. Bankruptcy or Insolvency Proceeding Notification:

- 8.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Vendor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Vendor must notify the NH Department of Corrections immediately.
- 8.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole or in part.

9. Embodiment of the Contract:

- 9.1. The Contract between the NH Department of Corrections and the Vendor shall consist of:
 - 9.1.1. the Request for Proposal (RFP) and any amendments thereto;
 - 9.1.2. the proposal submitted by the Vendor in response to the RFP; and/or

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- 9.1.3. a negotiated document (Contract) agreed to by and between the parties that is ratified by a “meeting of the minds” after careful consideration of all of the terms and conditions and that which is approved by the Commissioner of the NH Department of Corrections and the Governor and Executive Council of the State of New Hampshire.
- 9.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 9.1.3. shall govern.
- 9.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor’s Proposal and/or the result of a Contract.

10. Cancellation of Contract:

- 10.1. The Department of Corrections may cancel the Contract at any time for breach of Contractual obligations by providing the Vendor with a written notice of such cancellation.
- 10.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.
- 10.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Vendor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 10.4. The NH Department of Corrections reserves the right to cancel the Contract for the convenience of the State with no penalties by giving the Vendor sixty (60) days notice of said cancellation.

11. Vendor Transition:

NH Department of Corrections, at its discretion, in any Contract resulting from this RFP, may require the Vendor to work cooperatively with any predecessor and/or successor Vendor to assure the orderly and uninterrupted transition from one Vendor to another.

12. Audit Requirement:

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of this Contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract.

13. Additional Items/Locations:

Upon agreement of both parties additional equipment and/or other facilities may be added to the Contract. In the same respect, equipment and/or facilities listed as part of the provision of services of the Contract may be deleted as well.

14. Information:

- 14.1. In performing its obligations under the Contract, the Vendor may gain access to information of the inmates/patients, including confidential information. The Vendor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor’s performance under the Contract.

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- 14.2. The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient that becomes available to the Vendor in connection with its performance under the Contract.
- 14.3. In the event of unauthorized use or disclosure of the inmates/patients information, the Vendor shall immediately notify the NH Department of Corrections.
- 14.4. All material developed or acquired by the Vendor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Vendor shall be released to the public without the prior written consent of NH Department of Corrections.

15. Shipping Instructions:

- 15.1. All goods/products shall be shipped F.O.B. destination to the following location: NH Department of Corrections, GraniteCor, 3 McGuire Street, Concord, NH 03301 between 8:00 AM to 2:30 PM, Monday through Friday. Weekend and Holiday deliveries shall not be accepted.
- 15.2. Delivery sites may be added or deleted during the life of the Contract and any renewals thereof as deemed necessary by the NH Department of Corrections.
- 15.3. No charge for loading dock deliveries.
- 15.4. All goods/products shall be removed from the delivery vehicle by the driver and placed in or on the loading area specified by the NH Department of Corrections. Under no circumstances shall NH Department of Corrections personnel assist the driver in off loading procedures of the goods/products.

16. Delivery of Goods/Products:

- 16.1. Goods/Products delivered in damaged condition shall not be accepted by the NH Department of Corrections and the Vendor shall assume all costs and expenses associated with the return of such goods/products.
- 16.2. The driver of the delivery shall bear the responsibility for "reworking" of palletized damage products for the removal of damaged products from acceptable goods. The NH Department of Corrections shall not be held responsible for any additional costs incurred associated with this procedure and it shall be the responsibility of the Vendor to communicate this policy to all Vendor delivery drivers.
- 16.3. The Vendor shall, at its sole expense, immediately replace any goods/products deemed damaged by the NH Department of Corrections.
- 16.4. If a Vendor is unable to complete a delivery of goods/products by the date specified by the NH Department of Corrections' purchase order or other communication, the Vendor shall notify the NH Department of Corrections of their inability to fill the delivery in its entirety.
- 16.5. If the NH Department of Corrections receives notification from the Vendor that the Vendor may not be able to fill an order in its entirety, the NH Department of Corrections shall not be required to accept a delay to the original delivery of goods/products and may choose to cancel the original delivery.
- 16.6. The NH Department of Corrections shall not pay restocking fees for incorrect goods/products shipped by the Vendor.
- 16.7. Costs associated with the delivery, including by not limited to all custom duties, sales taxes, tariffs and fees for shipping and handling shall be the responsibility of the Vendor.

17. Special Notes:

- 17.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.

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- 17.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract.
- 17.3. Locations per Contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Vendor.
- 17.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
 - 17.4.1. give the Contractor fourteen (14) days written notice of the proposed change; and
 - 17.4.2. secure the Contractor's written agreement to the proposed changes.
- 17.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.
- 17.6. Any change in the Contract including the Vendor responsibilities and NH Department of Corrections responsibilities described herein, whether by modification and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Vendor and the NH Department of Corrections approved by the Governor and Executive Council.
- 17.7. State of NH, State Agencies shall make use of Contracts which have been entered into by the State of NH, Department of Administrative Services (DAS), Division of Plant and Property Management, for more than one agency when procuring commodities or services that are available to the agency under such contracts, unless granted a waiver for the this requirement by the Commissioner of Administrative Services per Chapter Law 21-I:17-c.
 - 17.7.1. State of NH, State Agencies can not procure duplicate commodity or service contracts that have been procured by the State of NH, Department of Administrative Services (DAS), Division of Plant and Property Management or sell the same by-products of such DAS contracts to other State Agencies until such DAS commodity or service contracts expire.

18. Technical Proposal:

The Vendor shall provide and support GraniteCor with a turnkey system that successfully establishes a profitable Janitorial Chemical Cleaning business for the NH Department of Corrections using the Vendor's purchased raw material, loaned equipment and "know-how" coupled with GraniteCor's own buildings, inmate workforce and supervision.

The Technical Proposal shall contain a comprehensive description or how the system will provide the following:

- 18.1. Technical Standards, Specs, Requirements and Services:
 - 18.1.1. Correctional Accreditation Standards;
 - 18.1.2. Environmentally Friendly Sustainable Standards;
 - 18.1.3. Product Function Specifications;
 - 18.1.4. Product/Material Requirements;
 - 18.1.5. Equipment Requirements; and
 - 18.1.6. Training Services.

The remainder of this page is intentionally blank.

Vendor Initials: _____

The Implementation Plan shall contain a comprehensive description of the timeline and training schedule for the proposed turnkey Janitorial Chemical Cleaning product system.

18.2. Implementation Plan:

- 18.2.1. technical advice of layout of equipment;
- 18.2.2. installation of equipment;
- 18.2.3. product/equipment knowledge, manufacturing and product packaging process;
- 18.2.4. ACA and sustainability standards and MSDS compliance and management;
- 18.2.5. graphical layout assistance for product labels and printing;
- 18.2.6. product registration, labeling, packing, shipping and delivery methods; and
- 18.2.7. direct marketing and sales support to sustain viable customer base.

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Vendor Initials: _____

SECTION C: Estimated Budget/Method of Payment, Exhibit B

1. Signature Page

The Vendor proposes to provide Janitorial Chemical Cleaning Products and Training Services the New Hampshire Department of Corrections (NHDOC), GraniteCor in conformance with all terms and conditions of this RFP and the Vendor provides pricing information as an Attachment to this proposal for providing such products and services in accordance with the provisions and requirements specified in this RFP document.

The pricing information quoted by the Vendor as an attachment to this document represents the total price(s) for providing any and all service(s) according to the provisions and requirements of the RFP, which shall remain in effect through the end of this procurement process and throughout the contracting process until the Contract completion date as listed on the State Contract form P-37, version 1/09, section 1.7 - Completion Date.

AUTHORIZED SIGNATURE

DATE

NAME AND TITLE OF SIGNOR (Please Type)

THE VENDOR ASSUMES ALL RISKS THAT ACTUAL FUTURE FIGURES MAY VARY FROM POPULATION PRESENTED AS PART OF THIS RFP.

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a “*BEST AND FINAL OFFER*” from Vendors submitting acceptable and/or potentially acceptable proposals. The “*BEST AND FINAL OFFER*” would provide a Vendor the opportunity to amend or change its original proposal to make it more acceptable to the State. NH Department of Corrections reserves the right to exercise this option.

Financial responsibility for preparation of proposals is the sole responsibility of the Vendor. The solicitation of the Request for Proposals shall not commit the NH Department of Corrections to award a Contract(s).

Financial commitment by the NH Department of Corrections will not occur until such time as the Governor and the Executive Council of the State of New Hampshire approve a Contract(s).

Vendor Initials: _____

SECTION C: Estimated Budget/Method of Payment, Exhibit B**2. Estimated Budget:**

2.1. Estimated Budget	NHDOC 11-03-GRANCOR
Name of Bidder:	

Product/Accessory Cost Proposal: Chemicals and Accessories
--

Item No.	Description	Number of Units	Unit of Measure	Price per Unit	Total Extended Price (Number of Units X Price per Unit)
1	Heavy Duty All Purpose Cleaner				
2	pH Neutral Germicidal Detergent				
3	Degreaser				
4	Floor Finish Remover				
5	Floor Neutralizer				
6	Floor Finish				
7	Bathroom Cleaner				
8	Commercial Strength Laundry Detergent				
9	Glass Cleaner				
10	Pot and Pan Detergent				
11	Sanitizer				
12	Air Freshener				
13	Packaging Film				
14	Labels for Packaging Film				
15	Accessories				
16	Accessories				
One Year Estimated Budget (Total Est Price Column)				\$	
Multiply Total Est Price Column by 2					multiply by 2
Two Year Estimated Budget (Total Est Price Column by 2)				\$	

Vendor Initials: _____

2. Estimated Budget Continued:

2.2. No Cost Estimated Budget: NHD0C 11-03-GRANCOR

Name of Bidder:

No Cost Proposal: Equipment

Description	Make	Model
Filling Machine		
Sealing Machine		

No Cost Proposal: Samples

	Description	Quantity	Brand	Size
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

Vendor Initials: _____

3. Cost Proposal:

- 3.1. The Vendor shall describe and attach any and all pricing terms and conditions that may affect the Contract. Cost proposals shall be GraniteCor encapsulated to include no cost recovery for product samples, the installation/maintenance and repair of equipment and associated training services to the NH Department of Corrections, GraniteCor. The NH Department of Corrections, GraniteCor seeks to minimize any and all incurred expenses associated with a Contract for Janitorial Chemical Cleaning Products and Training Services. Information to include but not limited to:
- 3.1.1. Product/Accessory Cost Proposal:
- product type and size/unit of measure/concentrate;
 - quantity produced per unit of measure/concentrate;
 - product accessory type and size;
 - graphical layout label design;
 - packaging of each product type and size; and
 - product registration.
- 3.1.2. Equipment Cost Proposal:
- equipment;
 - layout design and installation; and
 - on-site maintenance and repair of equipment.
- 3.1.3. Product Sample Cost Proposal;
- 3.1.4. Training Services Cost Proposal
- product knowledge and concentrate usage dilution, compatibility and safety procedures and PPE protocols;
 - ACA and sustainability standards and compliance;
 - procedural standardization;
 - product inventory and storage management;
 - equipment usage and safety protocols
 - production and manufacturing process training
 - MSDS compliance and management;
 - product registration, packaging, labeling, packing, shipment and transportation requirements;
 - direct marketing and sales support; and
 - customer usage facility programming.

4. Method of Payment:

- 4.1. Due dates for monthly invoices and monthly program reports shall be the 15th of the month following the month in which services are provided.
- 4.3. Invoices and any required reports shall be sent to the attention of New Hampshire Department of Corrections, GraniteCor, Administrator, P.O. Box 14, Concord, NH 03302 and the Administrator of GraniteCor shall be responsible for approving invoices for payment.
- 4.4. Once approved, the original invoice shall be forwarded to the Department's Bureau of Financial Services for processing and issuance of payment.
- 4.5. Within thirty (30) days of receipt of an approved invoice, the NH Department of Corrections, Bureau of Financial Services, shall reimburse the Contractor the amount of the Contractor's approved invoice.
- 4.6. F.O.B. for product deliveries shall be NH Department of Corrections, GraniteCor, 3 McGuire Street, Concord, NH 03301.

Vendor Initials: _____

- 4.7. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.

The remainder of this page is intentionally blank.

Vendor Initials: _____

Section D: Special Provisions, Exhibit C

1. Special Provisions:

- 1.1. There are no additional provisions set forth in this Exhibit, Special Provisions, to be incorporated as part of this Contract.

The remainder of this page is intentionally blank.

Vendor Initials: _____

Section E: Letter of Intent

<p align="center">RSVP: LETTER OF INTENT TO BID/ATTEND THE VENDOR'S CONFERENCE TO CONTRACT WITH THE NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS DIVISION OF ADMINISTRATION</p>

Letters of Intent to Bid and Letter of Intent to Attend the Vendor's Conference must be received at the NH Department of Corrections by the deadline below:

Check	Description	Deadline
<input type="checkbox"/>	Letter of Intent to bid	April 27, 2011 by 10:00AM, EST
<input type="checkbox"/>	Letter of Intent to Attend Vendor's Conference	April 27, 2011 by 10:00AM, EST

Letters of Intent can be faxed to 603-271-5639 and/or e-mailed to: jlind@nhdoc.state.nh.us

To: NH Department of Corrections
Division of Administration
Contract and Grant Administrator
P.O. Box 1806
Concord, NH 03302

Re: Letter of Intent to Bid for RFP NHDOC 11-03-GRANCOR

APPLICANT INFORMATION

Legal Name of Agency:	
Officer Authorized to Sign a Contract:	
Street Address:	
City, State and Zip Code:	
Telephone:	
Fax:	
E-mail address:	
Contact Person and Title:	

I understand that proposals are due by 2:00 PM, EST on 5/20/2011 and will not be accepted after that time.

(to be signed by the Officer authorized to sign a contract listed above)

Indicated below is the RFP Number, RFP Name and Location of Services for which your organization intends to submit a proposal(s) for:

RFP Number:	RFP Name:	Location for Services
NHDOC 11-03	Janitorial Chemical Cleaning Products & Training Services	GraniteCor, NHDOC

Vendor Initials: _____

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